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www.westcoastkartclub.ca

Storage Container Membership (Bronze, Silver, Gold)

Member Name _____

Current Date _____

Address _____

WCKC or PCMRC Membership Number _____

City _____

Province/State _____

Postal Code/Zip _____

Home Telephone _____

Business Tel. _____

email _____

Terms: Payable in full before receiving key

Part 1: Annual West Coast Kart Club ("WCKC") Full Access Membership (Required):

(Skip this Part if member is adding storage on to an existing WCKC or other WCKC-approved Full Access Membership):

One (1) Year Full Access Membership, annual renewal thereafter \$ _____+GST_____ +PST: n/a = _____

Initiation fee (first time WCKC members only) \$ _____+GST_____ +PST: n/a = _____

Part 2: Add-on annual storage membership:

Note: Storage memberships are pro-rated by month or partial month to the membership year end (Feb 28th) upon new move-in, one-year annual renewal thereafter. No refunds for move-out before membership year-end.

Membership Start Date (keys given): _____

Initial term End Date: February 28th, 20 _____

Pro-rate by month for start dates after April 1st: Months and partial months remaining to End Date = _____ /12 = _____

BRONZE (10' x 10' locker) Unit # _____ Lock # _____ \$ _____+GST_____ +PST _____ = \$ _____ x pro-rate = _____

SILVER (10' x 20' locker) Unit # _____ Lock # _____ \$ _____+GST_____ +PST _____ = \$ _____ x pro-rate = _____

GOLD (10' x 40' locker) Unit # _____ Lock # _____ \$ _____+GST_____ +PST _____ = \$ _____ x pro-rate = _____

Damage Deposit:

(New storage memberships only. No interest paid. No taxes. Returned at move-out in good condition with locks & keys returned): = \$250.00

TOTAL PAYABLE: (GST# 88511 0817 RT0001) = _____

Method of Payment: Circle method of payment. Please make your cheque payable to: West Coast Kart Club

MasterCard

Visa

Cheque

Debit

Cash

WARNING TO READ CAREFULLY BEFORE SIGNING THIS MEMBERSHIP

The Member acknowledges having read and understood, and having had sufficient opportunity to obtain independent legal advice on, the terms and conditions on Page 2 of this Membership, and the Member agrees to these terms and conditions as if they were above the Member's signature. Pages 1 and 2 of this Membership together form the entire agreement regarding this Membership and there are no oral or other written agreements or understandings. The Member acknowledges receiving a copy of this Membership agreement and agrees to vacate and return the Container or renew this membership on or before the Initial Term End Date specified above, and thereafter on or before each anniversary of the Initial Term End Date specified above, at the prevailing membership fees at the time of renewal.

Signature of Member _____

Date _____

Please Print Name _____

WCKC Rep _____
WCKC Container Membership 2018

Date _____

WEST COAST KART CLUB ("WCKC") CONTAINER (STORAGE) MEMBERSHIP: TERMS AND CONDITIONS

1. **INSPECTION:** The Member acknowledges that the Member has had an opportunity to personally inspect the location and condition of the container, the doors, locks, keys, locking mechanism, walls, floor and roof of the Container to be used (collectively, the "Container") and finds the Container to be in good condition and suitable for the Member's needs and intended use, and that the Member understands the Container's proper use as specified by the manufacturers. The Member further acknowledges the Member's duty to inspect the Container prior to each use and to notify WCKC of defects. WCKC as a condition of its Lease with the Landholder retains the right to at any time during the Term of this Membership, inspect the Container in order to assess the existence of any Hazardous Substances and to conduct an environmental site assessment, environmental audit or any other testing or investigations which WCKC deems necessary in order to ascertain the compliance of WCKC's operation on the Premises due to the presence of any Hazardous Substances in, on or under the Container and surrounding Premises. The reasonable costs to WCKC of conducting any of the foregoing will be deemed to be Additional Membership Payable by the Member upon WCKC delivering notice of its costs to the Member. The Member at all times will provide WCKC a key to the Container locks and upon acceptance of this Container Membership.
2. **CONTAINER MALFUNCTION:** If the Container becomes unsafe or in disrepair as a result of normal use, the Member will discontinue use and notify WCKC. WCKC will, if replacements are readily available, replace the Container but will not have any other obligations whatsoever. For greater certainty, WCKC is not responsible or liable for any incidental or consequential damages caused by delays or otherwise.
3. **MEMBERSHIP BY TIME:** Membership rates are based on annual usage. Membership charges begin to accrue when the Member executes this Agreement (the "Membership Start Date") with the WCKC and continue accruing until the Container is returned to (and the return is acknowledged by) WCKC during its opening hours. Membership rates are based on an initial term to the Initial Term End Date specified on Page 1 of this agreement (for which the annual membership fee may be pro-rated at WCKC discretion), thereafter the Member may renew the Agreement by executing an annual usage Membership and paying the prevailing annual fee. Additional Membership charges accrue for excess usage at the same rate unless the Member negotiates a lower rate with WCKC in advance. Membership rates may be changed by WCKC at any time and the prevailing rates will be used upon Membership renewal. There will be no refunds for return of the Container before the end of any term.
4. **DIRTY, DAMAGED OR LOST CONTAINER:** The Member assumes all responsibility for the Container while out of WCKC's possession or control. The Member will return the Container clean and in as good condition as when WCKC permitted the Member to take possession of the Container (except natural wear from responsible use), and the Member will:
 - (a) Pay an additional cleaning charge for Container returned unclean;
 - (b) Pay for all damage to Container, whether repairs are performed by WCKC or (at its option) by others;
 - (c) Pay the actual replacement cost of Container, locks, and keys lost (including stolen) or damaged beyond repair; and
 - (d) Pay (as a pre-estimate of liquidated damages) the Membership rate continuing to accrue from when the Container was scheduled to be returned until the Container is repaired or replaced and fit for Membership.
5. **INTEREST:** All charges and other amounts payable by the Member under this Membership are due when the Container is scheduled to be returned or when otherwise requested by WCKC, and the Member will pay interest on overdue amounts at 2% per month (25.5% per annum).
6. **PROHIBITED USE:** The Member will prevent all use of the Container other than use:
 - (a) By the Member or the Member's family members at the WCKC facilities (unless the Member has received WCKC's written permission otherwise);
 - (b) For the storage of Gokarts and ancillary equipment, tools and accessories but must not include storage of Hazardous Substances including but not limited to gasoline and flammable liquids;
 - (c) For legal purposes and as specified by the manufacturers in a legal, proper, safe and otherwise responsible manner; and
 - (d) When the Container is in good repair and otherwise in a safe condition.
7. **MODIFICATIONS:** The Member agrees not to make any modifications to the container whatsoever without explicit consent in writing from WCKC.
8. **CONTAINER "AS IS" AND AT MEMBER'S OWN RISK:** The Member agrees that the Member will use the Container on an "as is" basis without representation or warranty of any kind (including without limitation those of merchantability or fitness for particular purposes) and that the Member uses the Container entirely at the Member's own risk. Without limiting the generality of the foregoing, WCKC does not represent or warrant that the Container is free from defects or that it is suited for the Member's needs or intended use, nor does WCKC make any other representations or warranties (whether oral or written, expressed or implied) whatsoever.
9. **WAIVER, RELEASE AND INDEMNITY:** The Member freely accepts full risk and responsibility for all injuries, deaths and property loss and damage, both to the Member and others, in any way arising out of the condition or use (whether by the Member or others) of the Container, and the Member:
 - a) Waives all rights whatsoever against WCKC and its employees and agents;
 - b) Releases WCKC and its employees and agents of all claims, demands, proceedings, obligations and liabilities whatsoever; and
 - c) Will indemnify and save harmless WCKC and its employees and agents from and against all claims, demands, proceedings, obligations, liabilities and costs (including without limitation legal costs on a solicitor-and-client basis);resulting from injuries, deaths and property loss and damage, both to the Member and to others, in any way arising out of the condition or use (whether by the Member or others) of the Container, even if caused or contributed to by the negligence or fault of WCKC and its employees and agents.
10. **INSURANCE:** The Member is responsible for securing their own insurance. No Insurance coverage is provided or implied, and WCKC is not liable for any loss of equipment or contents of the storage container. This is the sole responsibility of the Member.
11. **REPOSSESSION:** In the event the Member is not a Member in good standing of WCKC or is in breach of any of the WCKC rules and conditions of membership or has failed to pay an amount due or any other breach of this Membership, WCKC may terminate this Membership and may use reasonable force to repossess the Container from wherever it is without WCKC or its employees or agents being liable for such forcible repossession or for any resulting losses or damages. The Member hereby acknowledges and grants WCKC a Membership lien and security interest on the Members personal property, goods or possessions placed within the Container securing all of the membership dues now or hereafter payable by Member to WCKC under the terms of this Agreement. In the event of Members default WCKC and its agents are specifically authorized and granted unrestricted permission to enter without notice of any time of the day or night where the equipment is located to repossess, recover or attach the equipment, including any personal property placed within the Container. In addition WCKC at its option, is granted the right to remove Members property and to sell it at a public auction or private sale in accordance with applicable law.
12. **GENERAL INDEMNITY:** The Member will indemnify and save harmless WCKC from and against all losses, damages, claims, demands, proceedings, obligations, liabilities and costs (including without limitation legal costs on a solicitor-and-client-basis) in any way arising out of breaches of this Membership by the Member and efforts to enforce rights, and to seek remedies, to which WCKC is or may be entitled.
13. **REMEDIES CUMULATIVE:** All rights and remedies of WCKC are cumulative and not alternative.
14. **ASSIGNMENT:** WCKC may assign this Membership without the Member's consent, and, upon the assignee agreeing to be bound hereby, WCKC will be automatically released from all of its obligations and liabilities under this Membership. Any purported assignment of any of the Member's rights, obligations or liabilities under this Membership are void.